

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-219984

DATE: October 29, 1985

MATTER OF: Fire & Technical Equipment Corp.

DIGEST:

Agency did not abuse its discretion by refusing to allow correction of bid or to cancel solicitation, where correction of bid mistake would result in displacement of low bidder and the bid actually intended is not ascertainable substantially from the invitation and the bid itself.

Fire & Technical Equipment Corp. (Fire-Tec) protests the decision by the Department of the Navy which denied correction of its bid on firefighting trucks under invitation for bids (IFB) No. N62472-85-B-3104. The Navy does not dispute that Fire-Tec's bid may be mistaken; however, the Navy rejected Fire-Tec's request for a correction which apparently would have displaced the otherwise low bidder because the amount of Fire-Tec's intended bid could not be determined from the IFB and the bid itself.

We affirm the Navy's decision and deny this protest.

The IFB called for four firefighting trucks, assorted testing, and accompanying literature and documentation, all of which were separate line items on the schedule of prices. Bid opening on June 19, 1985, revealed these results:

1. Kovatch Corp. \$147,223.52
2. Fire-Tec \$158,915.00
3. Carter-Chevrolet \$227,473.00

According to Fire-Tec, it mistakenly entered the price of a fire truck at \$31,742 for line item No. 0002 rather than the cost of a first article test as called for in that line item. The Navy admits that workpapers submitted by the protester logically support the nature of protester's mistake and show material costs for a first article test at

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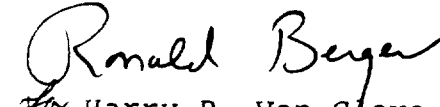
\$824.50. However, the Navy points out that the worksheets do not show any labor costs associated with a first article test and, therefore, there is no way of ascertaining what Fire-Tec actually intended to bid on Line Item No. 0002. Moreover, the Navy points out that the approximately \$31,000 difference between the \$31,742 figure actually bid by Fire-Tec for line item No. 0002 and the only figure of \$824.50 available for downward correction would displace the otherwise low bidder. The protester responds that the object of its protest is not to displace the low bidder but for the Navy to cancel the solicitation and seek new bids "to create a highly competitive bidding atmosphere" among the previous bidders.

We believe the Navy acted reasonably in reaching its conclusion. The Federal Acquisition Regulation (FAR), 48 C.F.R. § 14.406-3(a) (1984) provides that an agency may permit a bidder to correct a mistaken bid after bid opening only when the bidder presents clear and convincing evidence of both the existence of a mistake and of the bid actually intended; where correction would result in displacement of another bidder, the intended bid must be ascertainable substantially from the invitation and the bid itself. In this instance, there is no way in which the protester's intended bid may be ascertained from the invitation and the bid itself, and the protester's worksheets--which protester admits are inconclusive on the actual price it intended to bid for line item 0002--may not be considered in determining whether the apparent low bidder may be displaced. Mayrant Constructors, Inc., B-215274, June 11, 1984, 84-1 C.P.D. ¶ 617. Therefore, the Navy properly did not permit correction.

In addition, the agency acted reasonably in refusing protester's request that the IFB be canceled and the requirement resolicited. FAR, 48 C.F.R. § 14.404-1(a)(1) (1984) provides that the preservation of the integrity of the competitive bidding system dictates that after bid opening, award must be made to the responsible bidder with the lowest, responsive bid, unless there is a compelling reason for not doing so. The contracting officer's decision as to whether the circumstances warrant cancellation will not be disturbed by our Office unless that decision was arbitrary, capricious, or not supported by substantial evidence. Big State Enterprises, B-218055, Apr. 22, 1985, 64 Comp. Gen. ___, 85-1 C.P.D. ¶ 459. Since three bids were received and the protester has not alleged that adequate competition and reasonable prices were not obtained for this procurement, we have no reason to question the reasonableness of the agency's determination that

Fire-Tec's alleged mistake in its bid was not a compelling reason warranting cancellation of the solicitation. See United States Playing Card Company, B-217107, Feb. 21, 1985, 85-1 C.P.D. ¶ 219, at 3,4.

The protest is denied.


for Harry R. Van Cleve
General Counsel